PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2653555

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
VIOLIFE, LLC	12/06/2013

RECEIVING PARTY DATA

Name:	BANYAN MEZZANINE FUND II, L.P., AS COLLATERAL AGENT
Street Address:	1111 BRICKELL AVENUE, SUITE 1300
City:	MIAMI
State/Country:	FLORIDA
Postal Code:	33131

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	7213603
Patent Number:	7838846
Patent Number:	D573263
Patent Number:	D523674
Patent Number:	D539582
Patent Number:	D528334
Patent Number:	D561509

OP $280.00 7213603

CORRESPONDENCE DATA

Fax Number:
Phone: 305 375 6152
Email: swells@bilzin.com
Correspondence will be sent via US Mail when the email attempt is unsuccessful.
Correspondent Name: STACIA WELLS
Address Line 1: 1450 BRICKELL AVENUE, SUITE 2300
Address Line 4: MIAMI, FLORIDA 33131

NAME OF SUBMITTER:	STACIA A. WELLS
Signature:	/StaciaWells/
Date:	12/18/2013

Total Attachments: 35
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This Intellectual Property Security Agreement and the rights and obligations evidenced hereby are subject to, and are subordinate in the manner and to the extent set forth in, that certain Subordination and Intercreditor Agreement dated as of December 6, 2013 (as amended, restated or otherwise modified from time to time, the "Subordination Agreement"), among Banyan Mezzanine Fund II. L.P. ("Banyan Subordinated Creditor") and Diamond State Ventures II Limited Partnership ("Diamond Subordinated Creditor"; Banyan Subordinated Creditor and Diamond Subordinated Creditor are collectively referred to herein as Subordinated Creditor"), and Siena Lending Group LLC, a Delaware limited liability company ("Senior Lender"), and acknowledged and agreed to by Violife, LLC, a Delaware limited liability company ("Borrower"), to the indebtedness owed by Borrower and its direct and indirect subsidiaries in connection with that certain Loan and Security Agreement dated as of December 6, 2013 among Borrower and Senior Lender and the other Senior Debt Documents (as defined in the Subordination Agreement), as such Loan and Security Agreement and other Senior Debt Documents have been and hereafter may be amended, restated or otherwise modified from time to time in accordance with the Subordination Agreement and to indebtedness refinancing the indebtedness under those agreements as contemplated by the Subordination Agreement and to all liens and security interests pertaining thereto; and each holder of this Intellectual Property Security Agreement, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**") is entered into at New York, New York, as of December 6, 2013, between VIOLIFE, LLC, a Delaware limited liability company, with its chief executive office located at 1 Executive Blvd., Yonkers, New York 10701 (the "**Borrower**"), Banyan Mezzanine Fund II, L.P., a Delaware limited partnership, with an address of 1111 Brickell Avenue, Suite 1300, Miami, Florida 33131 ("**Banyan**"), Diamond State Ventures II Limited Partnership, an Arkansas limited partnership, 200 River Market Avenue, Suite 400, Little Rock, Arkansas, 72201 ("**Diamond State**" and together with Banyan, the "**Lender**") and Banyan Mezzanine Fund II, L.P., a Delaware limited partnership, as collateral agent for the Lender (solely in its capacity as collateral agent for the Lender, the "**Collateral Agent**").

FOR VALUE RECEIVED, pursuant to that certain Loan Agreement dated as of the date hereof (as amended, restated or otherwise modified, the "**Loan Agreement**") by and between Borrower and Lender and in consideration of the granting by Lender of financial accommodations to or for the benefit of Borrower, including, without limitation, respecting the Obligations (as defined in the Loan Agreement), Borrower represents to and agrees with Collateral Agent for the ratable benefit of Lender, as of the date hereof and until the Obligations are paid in full in cash, as follows:

NOW, THEREFORE, in consideration of the premises, Borrower and Lender hereby agree as follows:

1. Defined Terms. All capitalized terms used herein which are not otherwise defined herein shall have the meanings given to them in the Loan Agreement and the following terms shall have the following meanings, unless the context otherwise requires:

"**IP Collateral**" shall have the meaning assigned to it in Section 2 of this Agreement.

"Material IP Collateral" shall mean IP Collateral that is material to the operation of Borrower's business.

"**Proceeds**" shall have the meaning assigned to it under Section 9-102(64) of the UCC, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Borrower from time to time with respect to any of the IP Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Borrower from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the IP Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the IP Collateral.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Borrower's present or future Obligations under the Loan Agreement, Borrower hereby grants a security interest to Collateral Agent, for the ratable benefit of Lender, in all of Borrower's right, title, and interest in, to, and under its registered and unregistered intellectual property (all of which shall collectively be called the "**IP Collateral**"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Schedule A attached hereto (collectively, the "**Copyrights**");

(b) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Borrower now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Schedule B attached hereto (collectively, the "**Patents**");

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(e) Any trademark and service mark rights, slogans, trade dress, and trade names, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, including without limitation those set forth on Schedule C attached hereto (collectively, the "**Trademarks**");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Schedule D attached hereto (collectively, the "**Mask Works**");

(g) Any and all claims for damages by way of past, present, and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights, including, without limitation those material licenses set forth on Schedule E attached hereto (collectively, the "**Licenses**");

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All Proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the term "**IP Collateral**" as used in this Agreement shall not include (a) any lease, license, permit, contract or agreement to which Borrower is a party, and any of its rights or interest thereunder, if and to the extent that a security interest is prohibited by or in violation of (i) any law, rule or regulation applicable to Borrower, or (ii) a term, provision or condition of any such lease, license, permit, contract or agreement (unless such law, rule regulation, term, provision or condition would be rendered ineffective with respect to the creation of the security interest hereunder pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision(s)) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, however that the Collateral shall include (and such security interest shall attach) immediately at such time as the contractual or legal prohibition shall no longer be applicable and to the extent severable, shall attach immediately to any portion of such lease, license, permit, contract or agreement not subject to prohibitions specified in (i) or (ii) above; provided further that the exclusions referred to herein shall not include any Proceeds of any such lease, license, permit, contract or agreement; and (b) any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or

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enforceability of any registration that issues from such intent-to-use application under applicable federal law..

3. Subordination to Senior Debt. Lender has agreed to subordinate the payment and performance of the Obligations to the payment and performance of the Senior Debt (as defined in the Subordination Agreement) pursuant to the terms of the Subordination Agreement. Until the Senior Debt is Paid in Full (as defined in the Subordination Agreement), notwithstanding anything to the contrary in any Loan Document, Lender shall not: (i) require the delivery of Collateral to Lender, (ii) require the execution and delivery of control agreements, or (iii) otherwise exercise its rights and remedies hereunder, except as expressly authorized by the Subordination Agreement.

4. Appointment of Collateral Agent.

(a) Lender irrevocably appoints Banyan as Collateral Agent and authorizes Collateral Agent to take such actions on its behalf and exercise such powers as are delegated to Collateral Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto. For all purposes hereunder, Collateral Agent shall have the right to enforce any and all rights of Lender hereunder, for Lender's ratable benefit. Collateral Agent shall have the same rights and powers in its capacity as any Lender and may exercise the same as though it were not Collateral Agent. The provisions of this Article 4 are solely for the benefit of Collateral Agent and Lender, and neither the Borrower, nor any Affiliate or Subsidiary of Borrower, shall have rights as third party beneficiaries of this Article 4.

(b) Collateral Agent's Duties. Collateral Agent shall not have any duties or obligations except those expressly set forth in the Loan Documents. Collateral Agent shall not be liable to Lender for any action taken or not taken by it in the absence of its own gross negligence or willful misconduct. Collateral Agent may perform any and all its duties and exercise its rights and powers by or through any one or more sub-agents appointed by Collateral Agent and Collateral Agent shall not be liable for the actions of any sub-agents appointed with due care. Collateral Agent shall be responsible for promptly delivering notices and any other communications that Collateral Agent receives pursuant to the terms of the Loan Documents to Diamond State.

(c) Collateral and Other Guaranty Matters. Lender irrevocably authorizes Collateral Agent, at its option and in its discretion, to: (a) release or subordinate any Lien on the IP Collateral, (b) release any guarantor from its obligations under a Guaranty or any other Loan Document, and (c) release any Pledgors from its obligations under the Pledge Agreement or any other Loan Document.

(d) Diamond State Acknowledgement. Diamond State acknowledges that it has, independently and without reliance upon Collateral Agent and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Diamond State also acknowledges that it will, independently and without reliance upon the Collateral Agent and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or related agreement or any

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document furnished hereunder or thereunder.

5. Authorization. Borrower authorizes that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement, and any amendments thereto, or copies thereof.

6. Representations and Warranties. Borrower covenants and warrants that:

(a) Borrower is the lawful owner of the IP Collateral, and the IP Collateral is free and clear of all Liens (other than Permitted Liens) and non-exclusive licenses granted by Borrower to its customers in the ordinary course of business;

(b) Performance of this Agreement does not conflict with or result in a breach of any material agreement to which Borrower is bound;

(c) During the term of this Agreement, Borrower will not transfer or otherwise encumber any interest in the IP Collateral, except for Permitted Dispositions and Permitted Liens and non-exclusive licenses granted by Borrower in the ordinary course of business or as otherwise permitted in the Loan Agreement or this Agreement;

(d) No part of the IP Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made in writing that any part of the IP Collateral violates the rights of any third party;

(e) Borrower shall advise Collateral Agent of any subsequent ownership right of the Borrower in or to any Trademark, Patent, Copyright, or Mask Work specified in this Agreement together with the Officer's Certificate delivered pursuant to the Loan Agreement;

(f) Borrower shall (i) use reasonable commercial efforts to protect, defend, and maintain the validity and enforceability of the Material IP Collateral, (ii) use reasonable commercial efforts to detect infringements of the Material IP Collateral and promptly advise Collateral Agent in writing of material infringements detected, and (iii) other than Permitted Dispositions, not allow any Trademarks, Patents, Copyrights, or Mask Works material to Borrower's business to be abandoned, forfeited or dedicated to the public without the written consent of Collateral Agent, which shall not be unreasonably withheld, unless Borrower determines that reasonable business practices suggest that abandonment is appropriate.

(g) Borrower shall take such further actions as Collateral Agent may reasonably request from time to time to perfect or continue the perfection of Collateral Agent's interest in the IP Collateral, including, short form security interest with respect to IP Collateral to be filed with the United States Patent and Trademark Office, substantially in the forms of Exhibit I and Borrower hereby authorizes Collateral Agent to execute and file one or more financing statements (and similar documents) or copies thereof or of this Agreement with respect to the IP Collateral signed only by Collateral Agent.

(h) This Agreement creates, and in the case of IP Collateral acquired after the date hereof, this Agreement will create, at the time Borrower first has rights in such after

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acquired IP Collateral and Collateral Agent has taken all actions required for perfection, in favor of Collateral Agent, subject to Permitted Liens that are permitted to have superior priority over Collateral Agent's security interest, in each case, (y) prior to the Senior Debt being Paid in Full (as such terms are defined in the Subordination Agreement), a valid and perfected second priority security interest and collateral assignment in the IP Collateral in the United States securing the payment and performance of the Obligations evidenced by the Loan Agreement and (z) after the Senior Debt has been Paid in Full, a valid and perfected first priority security interest and collateral assignment in the IP Collateral in the United States securing the payment and performance of the Obligations evidenced by the Loan Agreement;

(i) Except for, and upon, the filing of UCC financing statements, or other notice filings or notations in appropriate filing offices, if necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (y) for the grant by Borrower of the security interest granted hereby, or for the execution, delivery or performance of this Agreement by Borrower in the U.S. or (z) for the perfection in the United States or the exercise by Collateral Agent and/or Lender of its rights and remedies thereunder;

(j) All information herein or hereafter supplied to Collateral Agent by or on behalf of Borrower with respect to the IP Collateral is true and correct in all material respects.

(k) Other than the Senior Debt Documents (as defined in the Subordination Agreement), Borrower shall not enter into any agreement that would materially impair or conflict with Borrower's obligations hereunder without Collateral Agent's prior written consent, which consent shall not be unreasonably withheld. Except as permitted under the Loan Agreement and as otherwise provided in the Senior Debt Documents, Borrower shall not, outside of the ordinary course of business, permit the inclusion in any material contract to which it becomes a party of any provisions that would reasonably be expected to prevent the creation of a security interest in Borrower's rights and interest in any property included within the definition of the IP Collateral acquired under such contracts.

(l) Borrower will promptly notify Collateral Agent in writing of any event that materially adversely affects the value of the Material IP Collateral, the ability of Borrower to dispose of any Material IP Collateral or the rights and remedies of Collateral Agent in relation thereto, including the levy of any legal process against any of the Material IP Collateral.

7. New IP Collateral.

If, before the Obligations shall have been paid in full, Borrower shall obtain rights to any new IP Collateral, the provisions of paragraph 2 shall automatically apply thereto and Borrower shall give Collateral Agent prompt written notice thereof.

8. Collateral Agent's Rights. Collateral Agent shall have the right, but not the obligation, to take, at Borrower's sole expense, any actions that Borrower is required under this Agreement to take but which Borrower fails to timely take, after fifteen (15) days' notice to

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Borrower. Borrower shall reimburse and indemnify Collateral Agent for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 8.

9. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Borrower will, upon reasonable request by Collateral Agent, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver to Collateral Agent all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be requested by Collateral Agent, to perfect Collateral Agent's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Collateral Agent the grant or perfection of a security interest in all IP Collateral; provided that Borrower shall not be required to register any IP Collateral that Borrower determines, consistent with reasonable business practice, need not be registered.

(b) In addition to Section 9(a) above, Borrower shall not register any Copyrights or Mask Works in the United States Copyright Office unless it: (i) has given at least fifteen (15) days' prior written notice to Collateral Agent of its intent to register such Copyrights or Mask Works and has provided Collateral Agent with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (ii) executes a security agreement or such other documents as Collateral Agent may reasonably request in order to maintain the perfection and priority of Collateral Agent's security interest in the Copyrights proposed to be registered with the United States Copyright Office; and (iii) records such security documents with the United States Copyright Office contemporaneously with filing the Copyright application(s) with the United States Copyright Office. Borrower shall promptly provide to Collateral Agent with evidence of the recording of the security documents necessary for Collateral Agent to maintain the perfection and priority of its security interest in such Copyrights or Mask Works. Borrower shall provide written notice to Collateral Agent of any application filed by Borrower in the United States Patent Trademark Office for a patent or to register a trademark or service mark within thirty (30) days of any such filing.

(c) Borrower appoints Collateral Agent as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower, Collateral Agent, Lender or otherwise, from time to time in Collateral Agent's discretion, upon Borrower's failure or inability to do so, to take any action and to execute any instrument which Collateral Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including:

(i) to modify this Agreement without first obtaining Borrower's approval of or signature to such modification solely by amending the Schedules attached hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Borrower after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Borrower no longer has or claims any right, title or interest; and

(ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, or other notice filings or notations in appropriate filing offices, relative to any of the IP Collateral, without notice to Borrower, with all appropriate jurisdictions as appropriate, in order to perfect or protect Collateral Agent's interest in the IP Collateral as contemplated hereby.

(d) This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Borrower further agrees to execute any additional documents which Collateral Agent may require to confirm this power of attorney, or which Collateral Agent may deem necessary to enforce any of its rights contained in this Agreement.

(e) The powers conferred on Collateral Agent hereunder are solely to protect its interests in the IP Collateral and shall not impose any duty upon it to exercise any such powers. Collateral Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Borrower for any act or failure to act, except for its own gross (not mere) negligence or willful misconduct.

(f) Collateral Agent's foregoing appointment as Borrower's attorney in fact, and all of Collateral Agent's rights and powers, coupled with an interest, are irrevocable until all Obligations have been repaid in full in Cash.

10. Events of Default. The occurrence of an event which under the Loan Agreement would constitute an Event of Default shall be an event of default hereunder (each, an "**Event of Default**" and collectively, the "**Events of Default**").

11. Remedies. Upon the occurrence and during the continuance of an Event of Default, Collateral Agent and Lender shall have the right to exercise all the remedies of a secured party under the UCC and all remedies provided for in the other Loan Documents, including without limitation the right to require Borrower to assemble the IP Collateral and any tangible property in which Collateral Agent has a security interest and to make it available to Collateral Agent at a place designated by Collateral Agent. Collateral Agent shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Collateral Agent to exercise its rights and remedies upon the occurrence and during the continuance of an Event of Default. Borrower will pay any expenses (including reasonable attorneys' fees) incurred by Collateral Agent in connection with the exercise of any of Collateral Agent's or Lender's rights hereunder, including, without limitation, any expense incurred in disposing of the IP Collateral in accordance with the terms hereof. All of Collateral Agent's and Lender's rights and remedies with respect to the IP Collateral shall be cumulative.

12. Indemnity. Borrower agrees to defend, indemnify, and hold harmless Collateral Agent, Lender and their officers, employees, and agents (each an "**Indemnified Person**") against: (a) all obligations, demands, claims, and liabilities (collectively, "**Claims**") claimed or asserted by any other party in connection with the loan transactions contemplated by this Agreement, and (b) all losses or expenses to the extent suffered, incurred or paid by Collateral Agent or Lender as a result of or arising out of, following or consequential to transactions

between Collateral Agent and/or Lender on the one hand and Borrower on the other hand, under this Agreement (including without limitation, reasonable attorneys' fees and reasonable expenses), except for Claims and/or losses arising from or out of an Indemnified Person's gross negligence, willful misconduct, or material breach (other than any such breach that may arise from the giving or withholding of consent) of Collateral Agent or Lender or their respective agents and/or representatives.

13. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Borrower shall execute and deliver to Collateral Agent, in the form of Exhibit II hereto, four (4) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the IP Collateral pursuant to paragraph 11 hereof.

14. Performance by Collateral Agent of Borrower's Obligations. If Borrower fails to perform or comply with any of its agreements contained herein and Collateral Agent, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable expenses of Collateral Agent incurred in connection with such performance or compliance shall be payable by Borrower to Collateral Agent on demand and shall constitute Obligations secured hereby.

15. Nonexclusive Remedies. All of Collateral Agent's and Lender's rights and remedies, not only under the provisions of this Agreement, but also under any other Loan Document, shall be cumulative and not alternative or exclusive, and may be exercised by Collateral Agent and/or Lender at such time or times and in such order of preference as Collateral Agent and/or Lender may determine in their sole discretion.

16. Costs and Expenses. Borrower shall pay to Collateral Agent on demand any and all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements, court costs, or other expenses) incurred or paid by Collateral Agent in establishing, maintaining, protecting or enforcing any of Collateral Agent's or Lender's rights or the Obligations, including, without limitation, any and all such costs and expenses incurred or paid by Collateral Agent in defending Collateral Agent's security interest in, title or right to the Collateral or in collecting or attempting to collect or enforcing or attempting to enforce payment of the Obligations.

17. Terms of Agreement.

(i) This Agreement shall continue in full force and effect so long as any Obligations of Borrower to Lender shall be outstanding and is supplementary to each and every other agreement between Borrower and Lender and shall not be so construed as to limit or otherwise derogate from any of the rights or remedies of Lender or Collateral Agent or any of the liabilities, obligations or undertakings of Borrower under any such agreement, nor shall any contemporaneous or subsequent agreement between Borrower and Lender be construed to limit or otherwise derogate from any of the rights or remedies of Lender or Collateral Agent or any of the liabilities, obligations or undertakings of Borrower hereunder, unless such other agreement specifically refers to this Agreement and expressly so provides.

(ii) Upon the payment in full in Cash of all of the Obligations and the

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termination of all obligation to extend credit under the Loan Documents, this Agreement shall automatically be terminated and Collateral Agent, at the request of Borrower, shall forthwith release all of the Liens and security interests granted hereunder and shall execute and/or deliver all UCC termination statements and/or other documents reasonably requested by Borrower evidencing such termination. Notwithstanding the foregoing, all indemnities provided hereunder shall survive termination of this Agreement.

18. Binding Effect of Agreement. This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and permitted assigns of the parties hereto, and shall remain in full force and effect (and Lender shall be entitled to rely thereon) until the earlier of (a) termination in writing by Lender and (b) payment in full of the Obligations. Lender may transfer and assign this Agreement and deliver the IP Collateral to a permitted assignee, who shall thereupon have all of the rights of Lender; and Lender shall then be relieved and discharged of any responsibility or liability with respect to this Agreement and the IP Collateral. Borrower may not assign or transfer any of its rights or obligations under this Agreement. Except as expressly provided herein or in the other Loan Documents, nothing, expressed or implied, is intended to confer upon any party, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Loan Documents.

19. Notices. Any notice under or pursuant to this Agreement shall be a signed writing or other authenticated record (within the meaning of Article 9 of the UCC). Any notices under or pursuant to this Agreement shall be deemed duly received and effective if delivered in accordance with Section 9.11 of the Loan Agreement.

20. No Waiver. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

21. Cumulative Remedies. All of Collateral Agent's and Lender's rights and remedies with respect to the Collateral, whether established hereby or by the other Loan Documents, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

22. Severability. If any provision of this Agreement or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

23. Amendments and Waivers. This Agreement may be amended only in writing with the prior written consent of Borrower and Collateral Agent and Borrower may take any action herein prohibited, or omit to perform any act herein required to be performed by it, if Borrower shall obtain Collateral Agent's prior written consent to each such amendment, action or omission to act. No course of dealing and no delay or omission on the part of Collateral Agent or Lender in exercising any right hereunder shall operate as a waiver of such right or any other

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right and waiver on any one or more occasions shall not be construed as a bar to or waiver of any right or remedy of Collateral Agent or Lender on any future occasion.

24. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

25. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one agreement.

26. Governing Law. This Agreement will be construed and enforced under the laws of the State of New York without respect to the principles of the choice of law or the conflicts of laws.

27. Reproductions. This Agreement and all documents which have been or may be hereinafter furnished by the parties hereto may be reproduced by any party hereto by any photographic, photostatic, microfilm, xerographic or similar process, and any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business).

28. Joint and Several. If more than one Borrower signs this Agreement, then the responsibilities hereunder are joint and several.

29. [Reserved].

30. Jurisdiction and Venue. BORROWER, COLLATERAL AGENT AND LENDER HEREBY EXPRESSLY AND IRREVOCABLY AGREE AND CONSENT THAT ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREIN MAY BE INSTITUTED IN ANY STATE OR FEDERAL COURT SITTING IN THE COUNTY OF NEW YORK, NEW YORK, UNITED STATES OF AMERICA AND, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, EXPRESSLY WAIVE ANY OBJECTION THAT THEY MAY HAVE NOW OR HEREAFTER TO THE LAYING OF THE VENUE OR THE JURISDICTION OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND IRREVOCABLY SUBMIT GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING.

BORROWER, COLLATERAL AGENT AND LENDER AGREE THAT SERVICE OF PROCESS MAY BE MADE BY PERSONAL SERVICE OF A COPY OF THE SUMMONS AND COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING, OR BY REGISTERED OR CERTIFIED MAIL (POSTAGE PREPAID) TO THE ADDRESS OF SUCH PARTY AS SET FORTH ON THE SIGNATURE PAGE HERETO OR BY ANY OTHER METHOD OF SERVICE PROVIDED FOR UNDER THE APPLICABLE LAWS IN EFFECT IN THE STATE OF NEW YORK.

PATENT
REEL: 031838 FRAME: 0156

31. JURY WAIVER. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, BORROWER, COLLATERAL AGENT AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR EACH OTHER PARTY TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

32. ADDITIONAL WAIVERS. IN ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT, BORROWER WAIVES (i) THE RIGHT TO INTERPOSE ANY SET-OFF OR COUNTERCLAIM OF ANY NATURE OR DESCRIPTION AND (ii) ANY CLAIM FOR CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

[*Signatures on Next Page*]

PATENT
REEL: 031838 FRAME: 0157

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or have caused this Agreement to be executed by their duly authorized officers, as of the day and year first above written.

LENDER:

BANYAN MEZZANINE FUND II, L.P.
By: Banyan Investors, LLC,
its General Partner

By: Richard M. Starke
Name: RICHARD M. STARKE
Title: Managing Director

DIAMOND STATE VENTURES II, L.P.
By: DSV 2, LLC,
its General Partner

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

BANYAN MEZZANINE FUND II, L.P.
By: Banyan Investors, LLC,
its General Partner

By: Richard M. Starke
Name: RICHARD M. STARKE
Title: Managing Director

BORROWER:

VIOLIFE, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or have caused this Agreement to be executed by their duly authorized officers, as of the day and year first above written.

LENDER:

BANYAN MEZZANINE FUND II, L.P.
By: Banyan Investors, LLC,
its General Partner

By:_____
Name: _____
Title: _____

DIAMOND STATE VENTURES II, L.P.
By: DSV 2, LLC,
its General Partner

By: Larry B Carter
Name: Larry B. Carter
Title: Managing Director

COLLATERAL AGENT:

BANYAN MEZZANINE FUND II, L.P.
By: Banyan Investors, LLC,
its General Partner

By:_____
Name: _____
Title: _____

BORROWER:

VIOLIFE, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or have caused this Agreement to be executed by their duly authorized officers, as of the day and year first above written.

LENDER:

BANYAN MEZZANINE FUND II, L.P.
By: Banyan Investors, LLC,
its General Partner

By:_____
Name: _____
Title: _____

DIAMOND STATE VENTURES II, L.P.
By: DSV 2, LLC,
its General Partner

By:_____
Name: _____
Title: _____

COLLATERAL AGENT:

BANYAN MEZZANINE FUND II, L.P.
By: Banyan Investors, LLC,
its General Partner

By:_____
Name: _____
Title: _____

BORROWER:

VIOLIFE, LLC,
a Delaware limited liability company

By: _____
Name: Jonathan Pinsky
Title: President

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE A

(COPYRIGHTS)

None.

PATENT
REEL: 031838 FRAME: 0161

SCHEDULE B

(PATENTS)

PATENT
REEL: 031838 FRAME: 0162

SCHEDULE 4.15

INTELLECTUAL PROPERTY

(a)

Patents:

Loan Party Obligor	Patent Registration Number	Registration Date	Patent Application Number	Application Date
Violife, LLC	U.S. Patent No. 7,213,603	May 8, 2007	U.S. Patent Application No. 10/622,788	July 21, 2003
Violife, LLC	U.S. Patent No. 7,838,846	November 23, 2010	U.S. Patent Application No. 12/044,006	March 7, 2008
Violife, LLC	U.S. Patent No. D573,263	July 15, 2008	U.S. Patent Application No. 29/302,794	January 23, 2008
Violife, LLC	EC Design No. 000-464-466	January 9, 2006		
Violife, LLC	N/A	N/A	CHINESE PATENT APPLICATION Ser. No. 200910126076.8	

Patent Licenses[1]**:**

Loan Party Obligor	Patent Registration Number	Registration Date	Patent Application Number	Application Date
Violife, LLC	U.S. Patent No. D523,674	June 27, 2006.	U.S. Patent Application No. 29/186,588	July 21, 2003

[1] These patents are not owned by Borrower, but were licensed to Zapinsky, LLC pursuant to a License Agreement, dated as of February 12, 2002, by and between Zapinsky, LLC and Philippe Starck, together with letter agreement dated as of July 6, 2005 by and between Philippe Starck and Zapinsky, LLC and Assignment Agreement, dated as of July 19, 2005, by and between Zapinsky, LLC and Zapinsky, Inc. Zapinsky, Inc. requires the consent of Philippe Starck in order to assign its rights in the patent license to the Borrower; such consent has not been obtained.

PATENT
REEL: 031838 FRAME: 0163

Violife, LLC	U.S. Patent No. D539,582	April 3, 2007	U.S. Patent Application No. 29/252,051	January 18, 2006
Violife, LLC	U.S. Patent No. D528,334	September 19, 2006	U.S. Patent Application No. 29/252,097	January 18, 2006
Violife, LLC	U.S. Patent No. D561,509	February 12, 2008	U.S. Patent Application No. 29/267,527	October 16, 2006

Trademarks and Trademark Licenses:

Loan Party Obligor	Trademark Title	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Violife, LLC	VIOLIGHT	US Trademark Application Ser. No. 78/357,973	US Trademark Registration No. 3,098,948	March 9, 2004	May 30, 2006
Violife, LLC	zapi	US Trademark Application Ser. No. 77/380,650	US Trademark Registration No. 3,535,230	January 25, 2008	
Violife, LLC	VIOSONIC	US Trademark Application Ser. No. 85/553,653	US Trademark Registration No. 4.347.685	February 27, 2012	June 4, 2013
Violife, LLC	TOOTHWAND	US Trademark Application Ser. No. 85/553,814	US Trademark Registration No. 4,347.689	June 4, 2013	February 27, 2012
Violife, LLC	VIOLIFE	US Trademark Application Ser. No. 85/901,958	N/A	April 11, 2013	N/A
Violife, LLC	BREEZEE	US Trademark Application Ser. No. 86/004,050	N/A	July 2, 2013	N/A
Violife, LLC	DAZZLE	US Trademark Application Ser. No. 86/025,618	N/A	August 1, 2013	N/A
Violife, LLC	VIOLIGHT	European Community TRADEMARK Application Ser. No. 004219283	European Community TRADEMARK 004219283		January 03, 2006

SCHEDULE C

(TRADEMARKS)

PATENT
REEL: 031838 FRAME: 0165

SCHEDULE 4.15

INTELLECTUAL PROPERTY

(a)

Patents:

Loan Party Obligor	Patent Registration Number	Registration Date	Patent Application Number	Application Date
Violife, LLC	U.S. Patent No. 7,213,603	May 8, 2007	U.S. Patent Application No. 10/622,788	July 21, 2003
Violife, LLC	U.S. Patent No. 7,838,846	November 23, 2010	U.S. Patent Application No. 12/044,006	March 7, 2008
Violife, LLC	U.S. Patent No. D573,263	July 15, 2008	U.S. Patent Application No. 29/302,794	January 23, 2008
Violife, LLC	EC Design No. 000-464-466	January 9, 2006		
Violife, LLC	N/A	N/A	CHINESE PATENT APPLICATION Ser. No. 200910126076.8	

Patent Licenses[1]**:**

Loan Party Obligor	Patent Registration Number	Registration Date	Patent Application Number	Application Date
Violife, LLC	U.S. Patent No. D523,674	June 27, 2006.	U.S. Patent Application No. 29/186,588	July 21, 2003

[1] These patents are not owned by Borrower, but were licensed to Zapinsky, LLC pursuant to a License Agreement, dated as of February 12, 2002, by and between Zapinsky, LLC and Philippe Starck, together with letter agreement dated as of July 6, 2005 by and between Philippe Starck and Zapinsky, LLC and Assignment Agreement, dated as of July 19, 2005, by and between Zapinsky, LLC and Zapinsky, Inc. Zapinsky, Inc. requires the consent of Philippe Starck in order to assign its rights in the patent license to the Borrower; such consent has not been obtained.

PATENT
REEL: 031838 FRAME: 0166

Violife, LLC	U.S. Patent No. D539,582	April 3, 2007	U.S. Patent Application No. 29/252,051	January 18, 2006
Violife, LLC	U.S. Patent No. D528,334	September 19, 2006	U.S. Patent Application No. 29/252,097	January 18, 2006
Violife, LLC	U.S. Patent No. D561,509	February 12, 2008	U.S. Patent Application No. 29/267,527	October 16, 2006

Trademarks and Trademark Licenses:

Loan Party Obligor	Trademark Title	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Violife, LLC	VIOLIGHT	US Trademark Application Ser. No. 78/357,973	US Trademark Registration No. 3,098,948	March 9, 2004	May 30, 2006
Violife, LLC	zapi	US Trademark Application Ser. No. 77/380,650	US Trademark Registration No. 3,535,230	January 25, 2008	
Violife, LLC	VIOSONIC	US Trademark Application Ser. No. 85/553,653	US Trademark Registration No. 4.347.685	February 27, 2012	June 4, 2013
Violife, LLC	TOOTHWAND	US Trademark Application Ser. No. 85/553,814	US Trademark Registration No. 4,347.689	June 4, 2013	February 27, 2012
Violife, LLC	VIOLIFE	US Trademark Application Ser. No. 85/901,958	N/A	April 11, 2013	N/A
Violife, LLC	BREEZEE	US Trademark Application Ser. No. 86/004,050	N/A	July 2, 2013	N/A
Violife, LLC	DAZZLE	US Trademark Application Ser. No. 86/025,618	N/A	August 1, 2013	N/A
Violife, LLC	VIOLIGHT	European Community TRADEMARK Application Ser. No. 004219283	European Community TRADEMARK 004219283		January 03, 2006

Violife, LLC	VIOLIGHT	Australian TRADEMARK Application Ser. No. 1036756	Australian TRADEMARK Registration No. 1036756		November 9, 2005.
Violife, LLC	VIOLIGHT	European Union TRADEMARK Application Ser. No. 011915121	N/A	June 19, 2013	N/A
Violife, LLC	VIOLIFE	European Union TRADEMARK Application Ser. No. 011915113	N/A	June 19, 2013	N/A
Violife, LLC	SLIM SONIC	European Union TRADEMARK Application Ser. No. 011924263	N/A	June 23, 2013	N/A

(c)

Claims in respect of matters described in Section 4.10 of the Disclosure Schedule.

SCHEDULE D

(MASK WORKS)

None.

PATENT
REEL: 031838 FRAME: 0169

SCHEDULE E

(LICENSES)

None.

PATENT
REEL: 031838 FRAME: 0170

EXHIBIT I

(SHORT FORM INTELLECTUAL PROPERTY ASSIGNMENT FOR SECURITY)

PATENT
REEL: 031838 FRAME: 0171

GRANT OF SECURITY INTEREST

This GRANT OF SECURITY INTEREST ("Agreement"), effective as of [_____ __, _____] is made by **VIOLIFE, LLC**, a Delaware limited liability company (herein referred to as "**Grantor**"), in favor of **BANYAN MEZZANINE FUND II, L.P.**, a Delaware limited partnership, as collateral agent (the "**Collateral Agent**") for the lenders ("**Lender**") party to that Loan Agreement, dated December 6, 2013 (as amended, modified or supplemented from time to time in accordance with its terms, the "**Loan Agreement**") among Grantor, Collateral Agent, Lender and other persons from time to time party thereto and that certain Intellectual Property Security Agreement, dated December 6, 2013 (the "**Security Agreement**" and together with the Loan Agreement, the "**Agreements**") among Grantor, Collateral Agent, Lender and other persons from time to time party thereto.

WHEREAS, in connection with the Security Agreement, Grantor has granted to Collateral Agent, for the ratable benefit of Lender, a security interest in, a lien on and pledge and collateral assignment of all of Borrowers right, title and interest in, to and under the IP Collateral (as such term is defined in the Security Agreement) to secure the payment and performance when due of the Obligations (as such term is defined in the Security Agreement);

WHEREAS, in connection with the Security Agreement, Grantor is required to execute and deliver this Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office, as applicable;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

A. Defined Terms. All capitalized terms used herein which are not otherwise defined herein shall have the meanings given to them in the Security Agreement.

B. Security Interest Grant. Grantor hereby grants to Collateral Agent, for the ratable benefit of Lender, a security interest in, a lien on and pledge and collateral assignment of all of Borrower's right, title and interest in, to and under the IP Collateral, including the Trademarks and Patents listed on the annexed Schedule I-A.

C. Recordation. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and United States Copyright Office. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this Assignment upon request by Collateral Agent. The security interest granted hereby has been granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with their terms.

D. Further Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to security interest in the IP Collateral granted herein are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In

the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

E. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one agreement.

F. Governing Law. This Agreement will be construed and enforced under the laws of the State of New York without respect to the principles of the choice of law or the conflicts of laws.

[*Signature Page Follows*]

PATENT
REEL: 031838 FRAME: 0173

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the ____ day of December, 2013.

VIOLIFE, LLC,
a Delaware limited liability company

By: _____

Name:
Title:

AGREED TO AND ACCEPTED:

BANYAN MEZZANINE FUND II, L.P.,
as Collateral Agent for the Lender

By: _____

Name:
Title:

PATENT
REEL: 031838 FRAME: 0174

EXHIBIT II

(POWER OF ATTORNEY)

PATENT
REEL: 031838 FRAME: 0175

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that **VIOLIFE, LLC**, a Delaware limited liability company having a mailing address at 1 Executive Boulevard, Yonkers, New York 10701 ("**Borrower**"), pursuant to that certain Intellectual Property Security Agreement (as amended, modified, restated or supplemented from time to time, the "**Agreement**"), hereby appoints and constitutes **BANYAN MEZZANINE FUND II, L.P.**, a Delaware partnership, with offices at 1111 Brickell Avenue, Miami, Florida 33131, as collateral agent (the "**Agent**") for the Lender under the Agreement, its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:

1. Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the IP Collateral set forth on Schedule A, Schedule B, Schedule C, Schedule D and Schedule E of the Agreement and all registrations and recordings thereof, and all pending applications therefor, recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and executing and delivering any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. Executing any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Agent may determine in its good faith business judgment.

This power of attorney is made pursuant to the Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Agreement) and the irrevocable termination of the Agreement.

Dated: December 6, 2013

VIOLIFE, LLC, a Delaware limited liability company

By:_____

Name:
Title:

GRANT OF SECURITY INTEREST

This GRANT OF SECURITY INTEREST ("Agreement"), effective as of December 6, 2013 is made by **VIOLIFE, LLC**, a Delaware limited liability company (herein referred to as "**Grantor**"), in favor of **BANYAN MEZZANINE FUND II, L.P.**, a Delaware limited partnership, as collateral agent (the "**Collateral Agent**") for the lenders ("**Lender**") party to that Loan Agreement, dated December 6, 2013 (as amended, modified or supplemented from time to time in accordance with its terms, the "**Loan Agreement**") among Grantor, Collateral Agent, Lender and other persons from time to time party thereto and that certain Intellectual Property Security Agreement, dated December 6, 2013 (the "**Security Agreement**" and together with the Loan Agreement, the "**Agreements**") among Grantor, Collateral Agent, Lender and other persons from time to time party thereto.

WHEREAS, in connection with the Security Agreement, Grantor has granted to Collateral Agent, for the ratable benefit of Lender, a security interest in, a lien on and pledge and collateral assignment of all of Borrowers right, title and interest in, to and under the IP Collateral (as such term is defined in the Security Agreement) to secure the payment and performance when due of the Obligations (as such term is defined in the Security Agreement);

WHEREAS, in connection with the Security Agreement, Grantor is required to execute and deliver this Agreement for recording with the [United States Patent and Trademark Office, United States Copyright Office];

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

A. Defined Terms. All capitalized terms used herein which are not otherwise defined herein shall have the meanings given to them in the Security Agreement.

B. Security Interest Grant. Grantor hereby grants to Collateral Agent, for the ratable benefit of Lender, a security interest in, a lien on and pledge and collateral assignment of all of Borrower's right, title and interest in, to and under the IP Collateral, including the [Trademarks, Patents, Copyrights] listed on the annexed Schedule I-A.

C. Recordation. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and United States Copyright Office. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this Assignment upon request by Collateral Agent. The security interest granted hereby has been granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with their terms.

D. Further Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to security interest in the IP Collateral granted herein are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In

the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

E. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one agreement.

F. Governing Law. This Agreement will be construed and enforced under the laws of the State of New York without respect to the principles of the choice of law or the conflicts of laws.

[*Signature Page Follows*]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the 6 day of December, 2013.

VIOLIFE, LLC,
a Delaware limited liability company

By:_____
Name: _____
Title: _____

AGREED TO AND ACCEPTED:

BANYAN MEZZANINE FUND II, L.P.,
as Collateral Agent for the Lender

By: Banyan Investors, LLC,
its General Partner

By: _____
Name: Adam Kaplan
Title: Authorized Representative

[Signature Page to Grant of Security Interest, Exhibit I to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the 6 day of December, 2013.

VIOLIFE, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

AGREED TO AND ACCEPTED:

BANYAN MEZZANINE FUND II, L.P.,
as Collateral Agent for the Lender

By: Banyan Investors, LLC,
its General Partner

By: _____
Name: _____
Title: _____

[Signature Page to Grant of Security Interest, Exhibit I to Intellectual Property Security Agreement]